

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.info>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

January 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO EXISTING DEPARTMENT OF MENTAL HEALTH
CONSULTING SERVICES AGREEMENT WITH
CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION
FOR FISCAL YEAR 2005-2006
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute an Amendment, substantially similar to the Attachment, to the existing Department of Mental Health (DMH) Consulting Services Agreement No. DMH-01747 with California Mental Health Directors Association (CMHDA) to increase the Maximum Contract Amount (MCA) by \$52,326, from \$111,000 to \$163,326 for Fiscal Year (FY) 2005-2006, consisting of \$34,326 in Mental Health Services Act (MHSA) funds and \$18,000 in funding that is included in the FY 2005-2006 Adopted Budget. This action will authorize the \$34,326 for the County of Los Angeles' share of cost for CMHDA consultation and technical assistance on MHSA implementation issues to all California counties, and the \$18,000 for CMHDA consultation and technical assistance on implementation of educational arts therapy programs in the juvenile probation halls and camps.
2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this Agreement and establish as a new MCA the aggregate of the original Agreement and all amendments through and including this Amendment, provided that: 1) the County's total payments to a Contractor under this Agreement for FY 2005-2006 shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be

"To Enrich Lives Through Effective And Caring Service"

used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, reduce programs or services and revise the applicable MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after the execution of this Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is being requested to amend the Agreement with CMHDA, as the recommended increase of \$52,326 to the MCA is not within DMH's delegated authority.

MHSA Implementation/Planning Assessment: This Amendment will allow CMHDA to establish a new staff position to provide consultation and technical assistance to the County of Los Angeles, as well as all other counties, on MHSA implementation issues. The MHSA, adopted by the California electorate on November 2, 2004, creates a new permanent revenue source, administered by the State Department of Mental Health, for the transformation and delivery of mental health services provided by State and County agencies and requires the development of integrated plans for prevention, innovation, and system of care services.

Educational Arts Therapy Programs: This Amendment will enable CMHDA to provide consultation and technical assistance on the implementation of educational arts therapy programs in the juvenile probation halls and camps. Educational arts therapy programs have been successfully piloted and implemented in the juvenile probation halls and camps. Continuation and expansion of these programs will provide additional therapeutic treatment to the underserved population of detained youth who have mental illness.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the principles of the County's Programmatic Goals No. 5, "Children and Families' Well-Being," No. 6, "Community Services," and No. 7, "Health and Mental Health" as follows:

MHSA Implementation/Planning Assessment: Implementation of State requirements for planning and outcomes in accordance with the MHSA will improve the efficiency and effectiveness of mental health operations across the entire service delivery system of directly-operated and contract providers, fee-for-service network providers, and hospitals. It will significantly improve the capacity of the system to provide outcomes driven, evidence-based models of care.

Educational Arts Therapy Programs: Continuation and expansion of educational arts therapy programs will improve services to the underserved population of detained youth who have mental illness.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The \$34,326 increase is fully funded with MHSA funds that are included in DMH's FY 2005-2006 Adopted Budget, and the \$18,000 increase is fully funded within DMH's FY 2005-2006 Adopted Budget. CMHDA's revised MCA will be \$163,326 for FY 2005-2006.

The estimated total annual cost to CMHDA to provide MHSA consultation and technical assistance has been estimated at \$115,000. Each county is to pay its share of that amount based on the percentage of the MHSA planning estimate that it is eligible to receive. The County of Los Angeles is estimated to receive 29.84% of the total state MHSA funding.

The actual cost to implement continuation and expansion of existing educational arts therapy programs is \$129,000 for FY 2005-2006, of which \$111,000 are funds already in CMHDA's contract and \$18,000 are funds for continuation and expansion.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

MHSA Implementation/Planning Assessment: As a statewide organization, CMHDA is in the position to coordinate assistance for all California counties. At its June 2005 Governing Board meeting, CMHDA members expressed a strong desire for CMHDA to provide more assistance to counties on MHSA implementation issues. With guidance from the CMHDA Executive Committee and staff research, the Governing Board approved a motion to support the establishment of a new CMHDA staff position for up to three (3) years (depending on the continued need), and identified the dues of this new position as described in the Amendment's Exhibit B-1. Each county will contribute to the overall expense based on the same percentage of the MHSA planning estimate that it is eligible to receive.

Educational Arts Therapy Programs: Based on its proven expertise in implementing innovative mental health therapeutic programs, CMHDA is in the unique position to consult and provide technical advice on continuing and expanding the arts therapy program in the juvenile probation halls and camps of the County.

The Amendment format has been approved as to form by County Counsel and the Chief Administrative Officer (CAO).

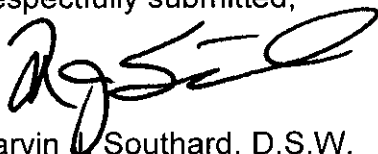
IMPACT ON CURRENT SERVICES

DMH expects that the services of the Department, its partners, and stakeholders will improve significantly in quality and quantity with the action. The provision of expert consultation and technical assistance throughout the implementation process will improve the efficiency and effectiveness of mental health operations.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin L. Southard, D.S.W.
Director of Mental Health

MJS:MY:RK:OC

Attachment

c: Chief Administrative Officer
County Council
Chairperson, Mental Health Commission

AW:CMHDA BL

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES (hereafter "County") and CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION (CMHDA), (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written agreement, dated June 29, 2004, identified as County Agreement No. DMH-1747, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2005-2006 and any subsequent fiscal years, County and Consultant intend to amend Agreement only as described hereunder; and

WHEREAS, for FY 2005-2006 only, County and Consultant intend to amend Agreement to add \$34,326 of Mental Health Services Act (MHSA) funds to the Maximum Contract Amount (MCA) for consultation and technical assistance to the County on MHSA implementation issues; and

WHEREAS, for FY 2005-2006 only, County and Consultant intend to amend Agreement to add \$18,000 of County General Funds to the MCA for consultation and technical assistance on the implementation of educational arts therapy programs in the juvenile probation halls and camps; and

WHEREAS, for FY 2005-2006 only, the MCA will be increase by \$52,326 to \$163,326; and

WHEREAS, County and Consultant intend to amend Agreement to include the revised paragraphs on "Consultant Responsibility and Debarment"; and

WHEREAS, County and Consultant intend to amend Agreement to add mandated contract delegation and assignment language for County departments to utilize in

circumstances where an existing Consultant is in the process of merging or being acquired by another entity; and

WHEREAS, County and Consultant intend to amend Agreement to add language regarding budget reductions County's Board of Supervisors may adopt in any fiscal year; and

WHEREAS, County and Consultant intend to amend Agreement to add mandated contract language that complies with Senate Bill (SB 1262), the Nonprofit Integrity Act of 2004, as it relates to nonprofit Consultants and to add Exhibit H, Charitable Contributions Certification, a compliance statement for Consultants certifying whether or not they are subject to SB 1262.

NOW THEREFORE, County and Consultant agree that the Agreement be amended only as follows:

1. Paragraph 33, (CONSULTANT RESPONSIBILITY AND DEBARMENT), shall be deleted in its entirety and the following substituted therefor:

"A. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

B. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Agreements which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Consultant may have with the County.

C. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an

act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

E. The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Consultant Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Consultant Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Consultant Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board."

J. These terms shall also apply to subConsultants of County Consultants.

2. Paragraph 13 (PROHIBITION AGAINST ASSIGNMENT AND DELEGATION) shall be deleted in its entirety and the following substituted therefor:

"ASSIGNMENT BY CONSULTANT:

A. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the

Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

B. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant."

3. Paragraph 40 (CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE), and Exhibit H (Charitable Contributions Certification) shall be added in its entirety: "CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE:" The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultants to complete the certification in Exhibit H, the County seeks to ensure that all County Consultants which receive or raise charitable contributions

comply with California law in order to protect the County and its taxpayers. A Consultant which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

4. Exhibit B (California Mental Health Directors Association Statement of Work), shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference; and

5. Exhibit C (California Mental Health Directors Association Fee Schedule), shall be deleted in its entirety and replaced with Exhibit C-1, attached hereto and incorporated herein by reference; and

6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

CALIFORNIA MENTAL HEALTH
DIRECTORS ASSOCIATION
CONSULTANT

By _____

Name Patricia Ryan

Title Executive Director

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

AW: Amend 2 1-06

EXHIBIT B - 1

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION STATEMENT OF WORK

Consultation and Technical Assistance on Systems Change Issues

As a statewide organization, California Mental Health Directors Association (CMHDA) is in a unique position to identify and hire individuals with relevant expertise and contact knowledge to serve as consultants. CMHDA identifies potential consultant(s), notifies counties, arranges a telephone conference between the county representative and potential consultant(s) to ensure that the consultants' skills can effectively meet the county's needs, and as appropriate, arranges for the necessary consultation.

Counties subsequently use the CMHDA Consultants for assistance in developing and implementing the new systems necessary to meet local/state/federal mandates as well as competitive demands of the healthcare market. The Department of Mental Health (DMH) will use consultation and technical assistance from CMHDA consultants on a variety of systems change issues including, but not limited to:

- Reviewing recommended changes and making informed suggestions as to the most effective means to improve the existing client data management information system used for billing, service tracking, statistics, and clinical oversight;
- Drawing on the expertise of CMHDA as they provide technical guidance in the integration of the old information technology system with the development and implementation of a new information technology system;
- Performing appropriate transition planning for selection and implementation of a new management information system;
- Providing recommendations for the development and implementation of a coordinated quality improvement/quality management approach;
- Developing strategies to meet new mandates and needs identified by local communities; and
- Reviewing and providing technical advice in resolving organizational issues critical to system change and development.

The CMHDA Consultant's work will be performed on-site, via telephone, facsimile, and E-mail to DMH Headquarters on 550 South Vermont Avenue, Los

Angeles. Quarterly telephone conferences between Project Managers will provide DMH with progress reports on consultation services completed and those in process.

Mental Health Services Act (MHSA) Planning/Implementation Assessment

As determined by the CMHDA Governing Board, a new staff position is being established to provide more assistance to counties, including Los Angeles County, on Mental Health Services Act implementation issues. A portion of the funding needed to cover the costs involved will be borne by each of the counties in the State. Among the duties of this new position are the following:

1. Review, analyze and summarize DMH MHSA proposed documents.
2. Attend and report to membership on meetings of the Oversight and Accountability Commission.
3. Keep CMHDA members informed about activities and deadlines.
4. Coordinate the activities of CMHDA work Groups to analyze DMH work products.
5. Draft CMHDA response to DMH work products based on input from work groups.
6. Act as primary resource person for the CMHDA members and staff on MHSA issues.
7. Develop and staff a MHSA Message Board on CMHDA's website.
8. Develop and keep updated a user-friendly MHSA page on CMHDA's website.
9. Provide monthly (or more often, as needed) written update on MHSA activities.
10. Coordinate training and technical assistance activities with coordinator of CIMH MHSA training and TA activities.
11. Staff CMHDA policy committees, as needed.
12. Other duties as assigned.

Consultation and Technical Assistance on Arts Therapy Programs

Counties retain CMHDA Consultants for assistance in developing and implementing new, evidence-based programs necessary to meet local/state/federal mandates, including U.S. Department of Justice requirements in the County of Los Angeles' Probation Department's Juvenile Halls and Camps. The Department of Mental Health (DMH) will use consultation and technical assistance from CMHDA consultants to continue and expand upon existing educational arts therapy programs in the juvenile probation halls and camps. The consultants will provide services including, but not limited to:

EXHIBIT B-1
CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION
STATEMENT OF WORK
PAGE 3

- Directly providing performing and fine arts instruction to youths detained in Juvenile Halls and Camps;
- Providing all instructional materials, supplies, and/or instruments required to allow full participation in the program(s) by all enrolled students;
- Arranging age-, language-, educationally- and culturally-appropriate performances by dance, theater, vocal, instrumental, or other performing arts specialists; and
- Providing Probation and Mental Health Treatment teams with recommendations for program improvement and facilitation.

The CMHDA Consultants' work will be performed on-site at Barry J. Nidorf Juvenile Hall, Central Placement Unit, Los Padrinos Juvenile Hall, Camp Glenn Rockey and Camp Scott Scudder in Los Angeles County. Regular telephone conferences between Project Managers will provide DMH with progress reports on consultation services completed and those in process.

EXHIBIT C - 1

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION CONSULTING SERVICES AGREEMENT

FEE SCHEDULE

Consultation and Technical Assistance on Systems Change Issues

- 600 HOURS @ \$185.00/HOUR = \$111,000
(For Direct Consultation Services) For Fiscal Year 2004-2005
- 600 HOURS @ \$185.00/HOUR = \$111,000
(For Direct Consultation Services) For Fiscal Year 2005-2006
- 600 HOURS @ \$185.00/HOUR = \$111,000
(For Direct Consultation Services) For Fiscal Year 2006-2007

MHSA Planning/Implementation Assessment

180 HOURS @ \$190.70/HOUR \$34,326
(For Staff Specialist) For Fiscal Year 2005-2006

Educational Arts Therapy Programs Implementation

180 HOURS @ \$100.00/HOUR \$18,000
(For Educational Arts Therapy Instructor) For Fiscal Year 2005-2006

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)